

**LINKING AGREEMENT  
BETWEEN  
THE CITY OF GLENDALE, ARIZONA  
AND  
OUTFRONT MEDIA GROUP LLC**

THIS LINKING AGREEMENT (this “Agreement”) is entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between the City of Glendale, an Arizona municipal corporation (the “City”), and \_\_\_\_\_, a(n) \_\_\_\_\_ authorized to do business in Arizona (“Contractor”), collectively, the “Parties.”

**RECITALS**

- A. On August 12, 2021 under (S.A.V.E Cooperative Purchasing Agreement, Mohave, etc.), the City of Peoria entered into a contract with Contractor to purchase the goods and services described in the City of Peoria RFP #P21-0045, Number ACON19221 (“Cooperative Purchasing Agreement”), which is attached hereto as Exhibit A. The Cooperative Purchasing Agreement permits its cooperative use by other governmental agencies including the City.
- B. Section 2-149 of the City’s Procurement Code permits the Materials Manager to procure goods and services by participating with other governmental units in cooperative purchasing agreements when the best interests of the City would be served.
- C. Section 2-149 also provides that the Materials Manager may enter into such cooperative agreements without meeting the formal or informal solicitation and bid requirements of Glendale City Code Sections 2-145 and 2-146.
- D. The City desires to contract with Contractor for supplies or services identical, or nearly identical, to the supplies or services Contractor is providing other units of government under the Cooperative Purchasing Agreement. Contractor consents to the City’s utilization of the Cooperative Purchasing Agreement as the basis of this Agreement, and Contractor desires to enter into this Agreement to provide the supplies and services set forth in this Agreement.

**AGREEMENT**

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated by reference, and the covenants and promises contained in this Linking Agreement, the parties agree as follows:

- 1. **Term of Agreement.** The City is purchasing supplies and/or services from Contractor pursuant to the Cooperative Purchasing Agreement. According to the Cooperative Purchasing Agreement, purchases can be made by governmental entities from the date of award, which was September 1, 2021, until the date the contract expires on August 31, 2026 unless the term of the Cooperative Purchasing Agreement is extended by the mutual agreement of the original contracting parties. The Cooperative Purchasing Agreement, however, may not be extended beyond August 31, 2031. The initial period of this Agreement, therefore, is the period from the Effective Date of this Agreement until August 31, 2026. The City may renew the term of this Agreement for a maximum of sixty (60) months until the Cooperative Purchasing Agreement expires on August 31, 2031. Glendale renewals are not automatic and shall only occur if the City gives the Contractor notice of its intent to renew.

The City may give the Contractor notice of its intent to renew this Agreement 30 days prior to the anniversary of the Effective Date to effectuate such renewal.

2. Scope of Work; Terms, Conditions, and Specifications.

- A. Contractor shall provide City the supplies and/or services identified in the Scope of Work attached as Exhibit A.
- B. Contractor agrees to comply with all the terms, conditions and specifications of the Cooperative Purchasing Agreement. Such terms, conditions and specifications are specifically incorporated into and are an enforceable part of this Agreement.

3. Compensation.

- A. Contractor shall pay the City compensation at the rate of sixty (60) percent of Net Sales Revenue generated from advertising sales at City's bus stops for the entire term of the Agreement (initial term plus any renewals). Payment will be on the same schedule as provided in the Cooperative Purchasing Agreement, which is attached hereto as Exhibit A.

4. Cancellation. This Agreement may be cancelled pursuant to A.R.S. § 38-511.

5. Non-discrimination. Contractor must not discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, national origin, age, marital status, sexual orientation, gender identity or expression, genetic characteristics, familial status, U.S. military veteran status or any disability. Contractor will require any Sub-contractor to be bound to the same requirements as stated within this section. Contractor, and on behalf of any subcontractors, warrants compliance with this section.

6. Insurance Certificate. A certificate of insurance applying to this Agreement must be provided to the City prior to the Effective Date.

7. E-verify. Contractor complies with A.R.S. § 23-214 and agrees to comply with the requirements of A.R.S. § 41-4401.

8. No Boycott of Israel. To the extent A.R.S § 35-393 through § 35-393.03 are applicable, the parties hereby certify that they are not currently engaged in, and agree for the duration of the Agreement to not engage in, a boycott of goods or services from Israel, as that term is defined in A.R.S § 35-393.

9. Attestation of PCI Compliance. When applicable, the Contractor will provide the City annually with a Payment Card Industry Data Security Standard (PCI DSS) attestation of compliance certificate signed by an officer of Contractor with oversight responsibility.

10. Notices. Any notices that must be provided under this Agreement shall be sent to the Parties' respective authorized representatives at the address listed below:

City of Glendale  
c/oKevin Link  
Transit Division  
6210 W. Myrtle Avenue, Building S  
Glendale, AZ 85301  
And

Outfront Media Group, LLC  
c/o Frank Sandusky  
2100 W. Orangewood Avenue, Suite 160  
Orange, CA 92868

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year set forth above.

“City”

“Contractor”

City of Glendale, an Arizona  
municipal corporation

Outfront Media Group, LLC,

By: \_\_\_\_\_  
Kevin R. Phelps  
City Manager

By: \_\_\_\_\_  
Name: Frank Sandusky  
Title: VP Transit Western US

ATTEST:

\_\_\_\_\_  
Julie K. Bower (SEAL)  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Michael D. Bailey  
City Attorney

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**EXHIBIT A**  
(City of Peoria RFP #P-21-0045)

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**EXHIBIT B**

**METHOD AND AMOUNT OF COMPENSATION**

Contractor shall pay the City compensation at the rate of sixty (60) percent of Net Sales Revenue generated from advertising sales at City's bus stops for the entire term of the Agreement (initial term plus any renewals). Payment will be on the same schedule as provided in the Cooperative Purchasing Agreement, which is attached hereto as Exhibit A.